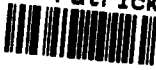


RECORDING REQUESTED BY

City of Emeryville

Recorded in Official Records, Alameda County  
Patrick O'Connell, Clerk-Recorder



No Fee

96159160 3:28pm 06/28/96

005 26028057 26 31  
A15 21 7.00 60.00 0.00 0.00 0.00 0.00 0.00  
0.00

WHEN RECORDED MAIL TO:

Dept of Toxic Substance  
Control  
100 Heinz Ave, Suite 200  
Berkeley Ca 94710

THIS SPACE FOR RECORDER'S USE ONLY

Covenant of Deed Restriction  
**TITLE OF DOCUMENT**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Govt. Code 27361.6)

(Additional recording fee applies)

## COVENANT OF DEED RESTRICTION

Recording Requested By:

City of Emeryville

When Recorded, Mail To:

Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Barbara J. Cook, P.E., Chief  
Site Mitigation Branch

COVENANT  
TO RESTRICT USE OF PROPERTY

The "Shellmound/40th Street Overhead" Site  
Emeryville, California

This Covenant and Agreement ("Covenant") is made on the  
21 day of June, 1996 by City of Emeryville  
("Covenantor"), which is the owner of record of certain property  
situated in Emeryville, County of Alameda, State of California,  
described in Exhibit "A" attached hereto and incorporated herein  
by this reference (the "Property"), and by the Department of  
Toxic Substances Control ("the Department"). Covenantor and the  
Department desire and intend that in order to protect the present  
and future public health and safety, the Property shall be used  
in such a manner as to avoid potential harm to persons or  
property which may result from hazardous substances which have  
been deposited on the Property.

ARTICLE I

STATEMENT OF FACTS

1.01 Description of contamination. The Property consists

of six (6) parcels of land which is approximately six acres that make up a small portion of a larger site, known as Barbary Coast Steel site, located in the city of Emeryville. The property was used for the manufacture of steel. Fill material appear to be the source of soil contamination. Contaminants detected in the soil are heavy metals including arsenic, lead, and zinc. The property is currently part of the Shellmound/40th Street Overpass and is covered with soil and asphalt roadway (hereinafter referred to as "Cap") to contain the contaminants and prevent the contaminants from migrating. Soil remediation at the property was implemented during the construction of the Shellmound/40th Street Roadway.

1.02 Health Effects. The potential routes of exposure to these contaminants are through dermal contact, ingestion and inhalation of dusts and particulates from on-site soil. The Cap eliminated generation of dusts and particulates from on-site contaminated soil. The Cap would also prevent surface water from infiltrating into soils containing the contaminants.

1.03 Surrounding Land Use. The Property is located in the City of Emeryville on Shellmound and 40th Streets, and is being used as a roadway. Land uses surrounding the Property are light industrial and residential. The area within a one-mile radius of the Property is primarily industrial/commercial use. The nearest home downwind from the Property is approximately 0.25 mile away.

## ARTICLE II

GENERAL PROVISIONS

2.01 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest of Covenantor. Each and all of the Restrictions are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property. Each and all of the Restrictions are imposed pursuant to Health and Safety Code Sections 25355.5 and run with the land pursuant to Health and Safety Code Sections 25355.5. Each and all of the Restrictions are for the benefit of and enforceable by the Department.

2.02 Concurrence of Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, assignees, agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of future Owners and that their interest in the Property shall be subject to the

Restrictions contained herein.

2.03 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated by reference in each and all future deeds and leases of any portion of the Property that involve the Owner as a party to the deed or lease.

### ARTICLE III

#### DEFINITIONS

3.01 Department. "Department" shall mean the California Department of Toxic Substances Control and shall include its successor agencies, if any.

3.02 Improvements. "Improvements" shall mean all buildings, roads, driveways, regrading, and paved parking areas, constructed or placed upon any portion of the Property.

3.03 Owner(s). "Owner(s)" shall mean the Covenantor or its successors in interest, including heirs and assigns, who hold title to all or any portion of the Property.

### ARTICLE IV

#### DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

4.01 Restrictions on Development and Use. Covenantor promises to restrict the use of the Property as described in said Exhibit A as follows:

- a. Property shall be restricted for use as a roadway (i.e., Expressway, Street or Freeway). No other use of the Property shall be allowed without the prior

approval of the Department.

- b. No activities which will disturb the soil (e.g., excavation, grading, removal, trenching, filling, earth movement, or mining) shall be permitted on the Property without a Soil Management Plan and a Health and Safety Plan submitted to the Department for review and approval.
- c. Any contaminated soils brought to the surface by grading, excavation, trenching or backfilling shall be managed in accordance with all applicable provisions of state and federal law.
- d. The Property shall be used in such a way as to preserve the integrity of the cap.
- e. The Owner(s) shall not conduct any activities which would cause a potential threat to public health and safety.
- f. The Owner(s) shall monitor and maintain caps, as specified in the Operation and Maintenance Plan for the Site.
- g. Any proposed alteration of the Cap shall require written approval of the Department.
- h. The Owner(s) shall notify the department of each of the following: 1) The type, cause, location and date of any disturbance to the Cap which could affect the ability of the Cap to contain subsurface hazardous substances on the Property and 2) The type and date of

repair of such disturbance. Notification to the Department shall be made by registered mail within ten (10) working days of both the discovery of cap disturbance and the completion of repairs.

- i. The Owner(s) grants the Department an easement to the Property for inspection, surveillance, monitoring, and other activities consistent with the purposes of this covenant as deemed necessary by the Department in order to protect the public health and safety.

4.02 Conveyance of Property. The Owner(s) shall provide a thirty (30) day advance notice to the Department of any sale, lease or other conveyance of the Property or an interest in the Property to a third person.

4.03 Enforcement. Failure of the Owner(s) to comply with any of the requirements, as set forth in Section 4.01, may be grounds for the Department, by reason of the Covenant, to require that the Owner(s) modify or remove any improvements constructed in violation of Section 4.01. Violation of the Covenant may be grounds for the Department to file civil and criminal actions against the Owner(s) as provided by law.

4.04 Notice in Agreements. All Owners shall execute a written instrument which shall accompany all purchase, lease, sublease, or rental agreements relating to the Property which involve the owner.

The instrument shall contain the following statement:

"The land described herein contains hazardous substances.

Such condition renders the land and the Owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in Chapter 6.5 and Chapter 6.8 of Division 20 of the Health and Safety Code as made applicable to this Property by a specific Covenant of Deed Restriction, a copy of which is attached hereto and incorporated herein by reference. This statement is not a declaration that a hazard exists."

#### ARTICLE V

##### VARIANCE AND TERMINATION

5.01 Variance. Any Owner(s) may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Section 25233, Health & Safety Code.

5.02 Termination. Any Owner(s) may apply to the Department for a termination of the Restrictions as they apply to all or any portion of the Property. Such application shall be made in accordance with Section 25234, Health & Safety Code.

5.03 Term. Unless modified or terminated in accordance with Sections 5.01 or 5.02 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

#### ARTICLE VI

##### MISCELLANEOUS

6.01 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift



or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

6.02 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective 1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or official of a government agency being served, or 2) three (3) business days after deposit - in the mail if mailed by United States mail, postage paid certified, return receipt requested:

To: "Covenantor"

City of Emeryville  
Department of Public Works  
2200 Powell Street, 12th Floor  
Emeryville, California 94608

Copy to:

Department of Toxic Substances Control  
700 Heinz Avenue, Suite 200  
Berkeley, California 94710  
Attention: Barbara J. Cook, P.E., Chief  
Site Mitigation Branch

6.03 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

6.04 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

6.05 Recordation. This instrument shall be executed by the Covenantor and by the Site Mitigation Branch Chief, California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

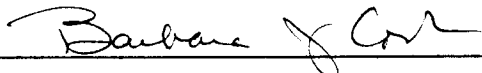
Covenantor: City of Emeryville

By: 

Title: City Manager

Date: 6-20-96

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

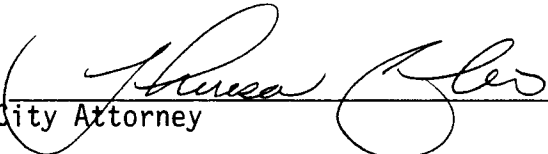
By: 

Barbara J. Cook, P.E., Chief

Site Mitigation Branch, Region 2

Date: 6-21-96

APPROVED AS TO FORM:

  
Asst City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of

California

County of

AlamedaOn June 20, 1996 before me,

Date

Antoinette Watson, Notary Public

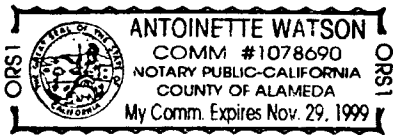
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

John A. Flores

Name(s) of Signer(s)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document:

Covenant To Restrict Use of Property

Document Date:

June 21, 1996

Number of Pages:

9 pg / 11 att

Signer(s) Other Than Named Above:

NA**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

John A. Flores☐ Individual☒ Corporate Officer

Title(s):

City Manager☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing:

City of Emeryville

Signer's Name: \_\_\_\_\_

☐ Individual☐ Corporate Officer

Title(s): \_\_\_\_\_

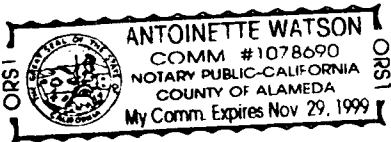
☐ Partner — ☐ Limited ☐ General☐ Attorney-in-Fact☐ Trustee☐ Guardian or Conservator☐ Other: \_\_\_\_\_RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**State of CaliforniaCounty of AlamedaOn June 21, 1996 before me, Antoinette Watson, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Barbara J. Cook  
Name(s) of Signer(s)

☒ personally known to me **OR** ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Antoinette Watson  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Covenant To Restrict Use of PropertyDocument Date: June 21, 1996 Number of Pages: 9pg/11att.Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: Barbara J. Cook

- ☐ Individual  
☒ Corporate Officer  
 Title(s): Chief, Site Mitigation  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

Dept of Toxic Substance  
Control

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing:

\_\_\_\_\_  
 \_\_\_\_\_

95809-11 (770)  
04/24/95  
Revised 05/25/95  
OR

BAY/SHELLMOUND/40TH STREET PROJECT  
CITY OF EMERYVILLE  
PARCEL 2-1: GRANT OF ROADWAY

LEGAL DESCRIPTION

A portion of a parcel of land conveyed to Barbary Coast Steel Corporation by Deed recorded October 23, 1987, in Series #87-289741 in the Office of the Recorder, County of Alameda, situate in the City of Emeryville and the City of Oakland, County of Alameda, State of California, more particularly described as follows:

COMMENCING at a point on the Western right-of-way line of Southern Pacific Company's mainline from Oakland to Port Costa, said point designated as Monument #14 as shown upon that certain map entitled "Map of Properties of the Judson Steel Corporation Oakland and Emeryville, Alameda County, California," filed July 25, 1942 in Survey Book 1 at Pages 47 and 48, Alameda County Records; thence from said monument and along the Northerly lines of said Barbary Coast Steel Corporation parcel, North 87 deg. 45 min. 58 sec. West, 453.17 feet; South 03 deg. 07 min. 33 sec. East, 101.10 feet; and North 88 deg. 48 min. 34 sec. West, 80.53 feet to the TRUE POINT OF BEGINNING; thence leaving said Northerly lines and running along the Easterly line of the herein described roadway from a tangent which bears South 12 deg. 01 min. 23 sec. East, along a curve to the right with a radius of 1721.00 feet, through a central angle of 10 deg. 37 min. 53 sec. an arc length of 319.33 feet; thence South 01 deg. 23 min. 31 sec. East, 339.95 feet; thence South 05 deg. 44 min. 47 sec. East, 312.81 feet to a tangent curve; thence along a curve to the left with a radius of 338.00 feet, through a central angle of 42 deg. 51 min. 39 sec., an arc length of 252.84 feet to a point of reverse curvature; thence from a tangent which bears South 48 deg. 36 min. 26 sec. East, along a curve to the right, with a radius of 20.00 feet, through a central angle of 88 deg. 41 min. 49 sec., an arc length of 30.96 feet; thence South 40 deg. 05 min. 23 sec. West, 114.12 feet to a tangent curve; thence along a curve to the right with a radius of 20.00 feet, through a central angle of 27 deg. 19 min. 15 sec., an arc length of 9.54 feet to a point on the proposed Caltrans Right-of-Way; thence from a tangent which bears North 31 deg. 46 min. 04 sec. West, along a curve to the right with a radius of 1147.00 feet; through a central angle of 23 deg. 07 min. 24 sec., an arc length of 462.90 feet to a point; thence from a tangent which bears North 8 deg. 39 min. 58 sec. East, along a curve to the left with a radius of 2500.00 feet, through a central angle of 05 deg. 05 min. 22 sec., an arc length of 222.07 feet to an angle point; thence North 01 deg. 23 min. 31 sec. West, 337.79 feet to a tangent curve to the

05/25/95

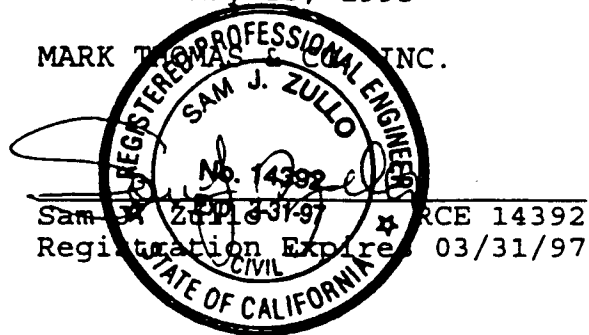
left with a radius of 1651.00 feet; through a central angle of 11 deg. 12 min. 09 sec., an arc length of 322.80 feet to the Northerly line of said Barbary Coast Steel Corporation parcel; thence running along said Northerly line South 88 deg. 48 min. 34 sec. East, 72.00 feet to the TRUE POINT OF BEGINNING.

Containing 111,581 square feet of land, more or less.

Prepared April 24, 1995

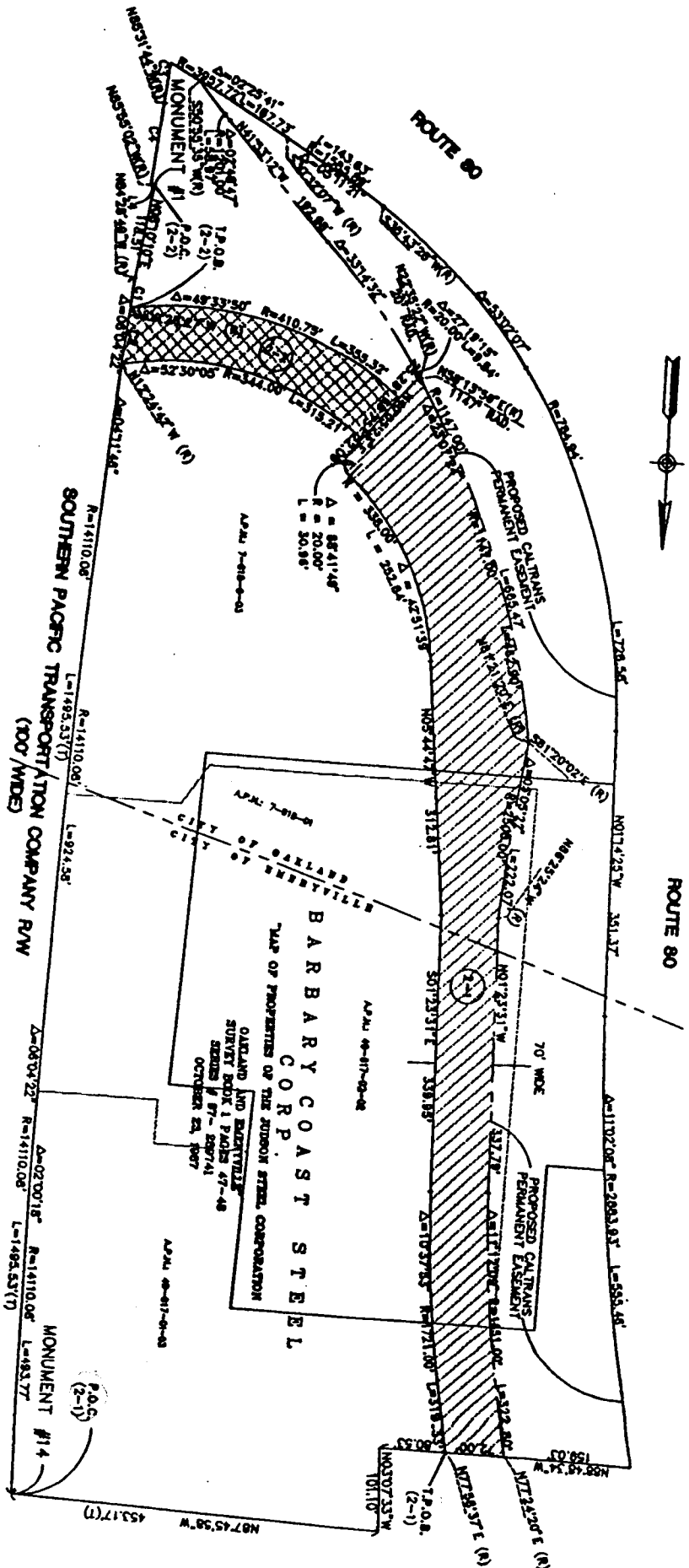
Revised May 25, 1995

MARK T. PROFESSIONAL ENGINEERING INC.




96159160

# CITY OF OAKLAND AND EMERYVILLE ALAMEDA COUNTY CALIFORNIA



- LEGEND**
- ROADWAY ACQUISITION  
111,561 SF
  - PERMANENT EASEMENT  
22,379 SF
  - P.O.C. POINT OF COMMENCEMENT
  - T.P.O.B. TRUE POINT OF BEGINNING

CURVE	RADIUS	LENGTH	DELTA
C1	14110.08'	30.97'	00°07'33"
C2	14110.08'	48.50'	00°18'56"
C3	14886.24'	81.72'	00°11'36"
C4	14881.83'	148.72'	00°34'33"



**MARK THOMAS & CO., INC.**  
CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS  
OFFICES IN SAN JOSE, OAKLAND, SACRAMENTO AND SAN FRANCISCO

DESIGNED BY \_\_\_\_\_ OR \_\_\_\_\_  
CHKD. BY \_\_\_\_\_ THM  
DATE 5/25/95  
SCALE 1"=200'

APPROVED ON \_\_\_\_\_  
BY Sam J. Zullo  
JOB NO. 92034  
FILE NO. BCP1012  
SHEET 1 OF 1

DATE NO. 14392 EXP. 12/31/97

96159160

(95151993)

92734-88 #712  
12/23/94  
Revised 4/12/95  
Revised 5/8/95  
OR

### LEGAL DESCRIPTION

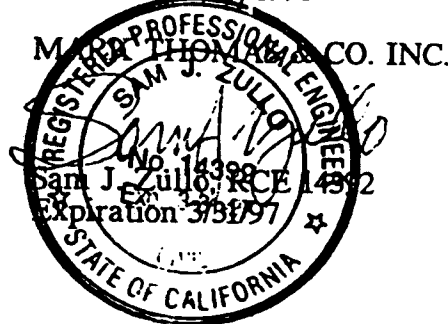
#### RIGHT-OF-WAY ACQUISITION LANDS OF SHELLMOUND VENTURE III

All that certain real property situate in the City of Emeryville, County of Alameda, State of California, being more part described as follows:

BEGINNING at a point on the Southeasterly corner of that certain parcel of land designated as Parcel 1 of Parcel Map No. 5819, filed October 22, 1987, in Book 172 of Parcel Maps, at Pages 28 and 29, Series #87-288836, Alameda County Records; thence leaving said POINT OF BEGINNING along said Southeasterly line of Parcel 1 South 72 deg. 54 min. 07 sec. West 137.18 feet; thence leaving said Southeasterly line North 26 deg. 52 min. 10 sec. East 108.75 feet; thence along a tangent curve to the left with a radius of 620.00 feet, through a central angle of 23 deg. 15 min. 30 sec., for an arc length of 251.68 feet to a point of cusp; said cusp being on the Easterly line of said Parcel 1; thence from said point of cusp along said Easterly line South 3 deg. 07 min. 31 sec. East 298.28 feet to the POINT OF BEGINNING.

Containing 14,989 Square Feet of land, more or less.

Prepared December 23, 1994  
Revised April 12, 1995 by  
Revised May 8, 1995





96159160

(95151994)

92734-88 #714  
12/23/94  
Revised 6/19/95 OR

## LEGAL DESCRIPTION

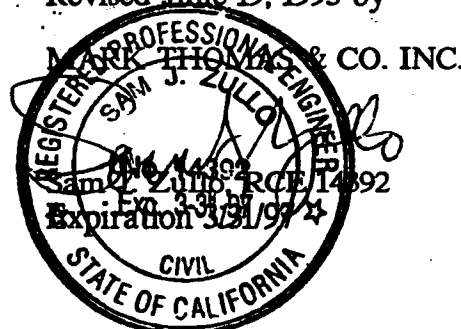
### RIGHT-OF-WAY ACQUISITION LANDS OF SHELLMOUND VENTURE II

All that certain real property situate in the City of Emeryville, County of Alameda, State of California, described as follows:

BEGINNING at a point on the Southeasterly line of that certain parcel of land designated as Parcel 1 of Parcel Map 5326 filed June 22, 1988, in Book 176 of Parcel Maps, at Pages 93 and 94, Alameda County Records, distant thereon South 73 deg. 41 min. 35 sec. West 147.81 feet from the most Easterly corner thereof; thence leaving said POINT OF BEGINNING along said Southeasterly line South 73 deg. 41 min. 35 sec. West 66.77 feet; thence leaving said Southeasterly line from a tangent bearing of North 81 deg. 56 min. 50 sec. East along a curve to the right with a radius of 684.00 feet, through a central angle of 18 deg. 50 min. 53 sec., for an arc length of 225.01 feet; thence North 10 deg. 47 min. 43 sec. East 12.93 feet; thence along a tangent curve to the right with a radius of 587.16 feet, through a central angle of 10 deg. 53 min. 51 sec., for an arc length of 111.68 feet; thence North 68 deg. 46 min. 37 sec. West 0.77 feet; thence from a tangent bearing of South 68 deg. 07 min. 07 sec. East along a curve to the right with a radius of 681.75 feet through a central angle of 1 deg. 27 min. 52 sec. for an arc length of 17.43 feet to a point on the Northwesternly line of said Parcel 1; thence along said Northwesternly line North 72 deg. 54 min. 07 sec. East 92.34 feet; thence leaving said Northwesternly line South 26 deg. 52 min. 10 sec. West, 18.46 feet; thence South 63 deg. 32 min. 27 sec. East 1.00 feet; thence South 26 deg. 52 min. 10 sec. West 3.74 feet; thence along a tangent curve to the left with a radius of 615.00 feet, through a central angle of 3 deg. 48 min. 12 sec., for an arc length of 40.82 feet to a point of compound curvature; thence from a tangent bearing of South 23 deg. 03 min. 58 sec. West, a curve to the left with a radius of 521.16 feet, through a central angle of 12 deg. 16 min. 15 sec., for an arc length of 111.61 feet; thence South 10 deg. 47 min. 43 sec. West 12.93 feet; thence along a tangent curve to the left with a radius of 618.00 feet, through a central angle of 17 deg. 57 min. 33. sec., for an arc length of 193.71 feet to the POINT OF BEGINNING.

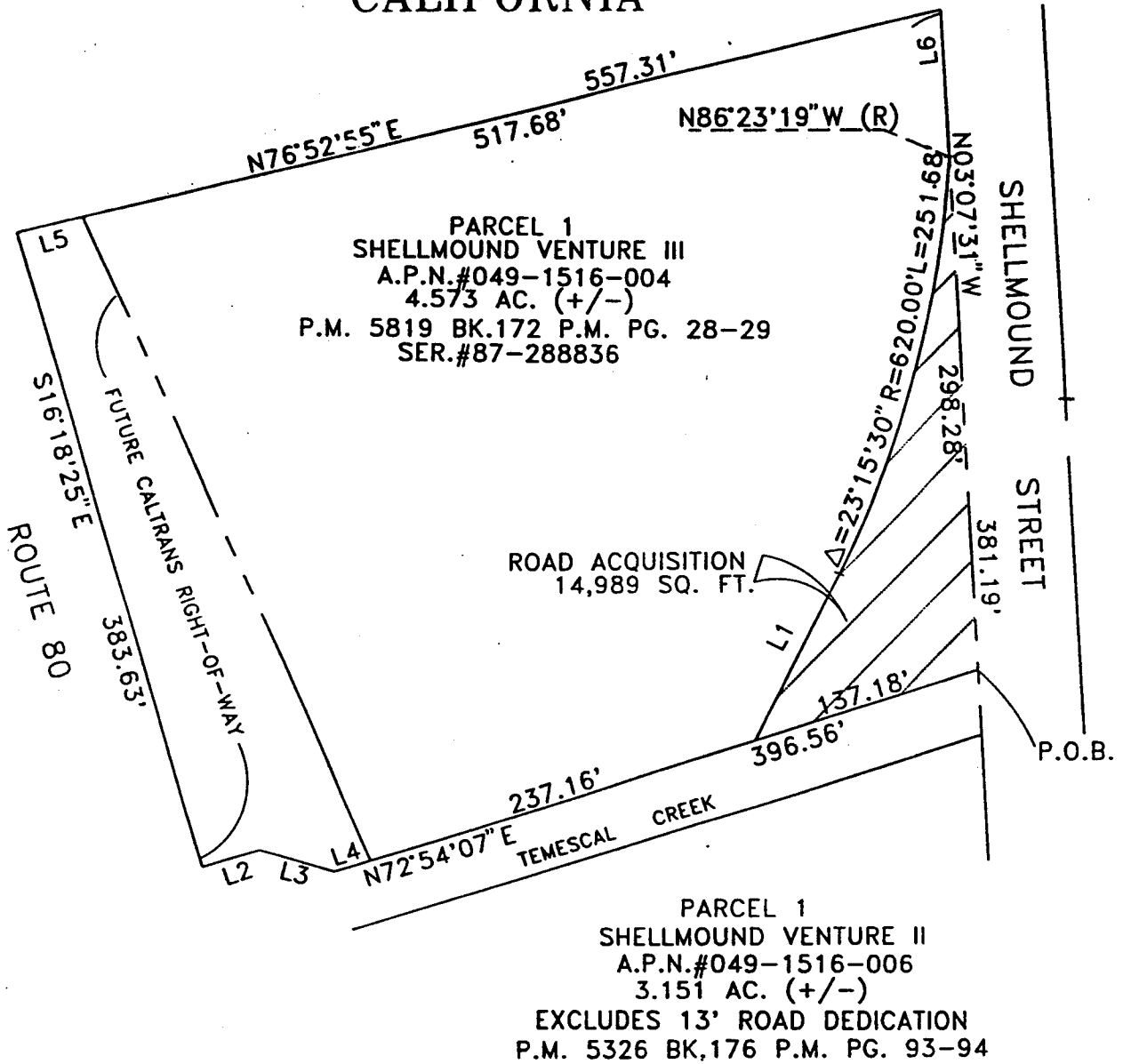
Containing 24,694 Square Feet of land, more or less.

Prepared December 23, 1994  
Revised June 19, 1995 by



# CITY OF EMERYVILLE ALAMEDA COUNTY CALIFORNIA

(95151993)



LINE	DIRECTION	DISTANCE
L1	N26°52'10"E	108.75'
L2	N72°54'07"E	35.00'
L3	S73°31'34"E	45.20'
L4	N72°54'07"E	22.22'
L5	N76°52'55"E	39.63'
L6	N03°07'31"W	82.91'

**MARK THOMAS & CO. INC.**CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS  
OFFICES IN SAN JOSE, CUPERTINO, SACRAMENTO AND SALINAS

DESIGNED BY DR  
 CKB. BY THM  
 DATE 4/10/95  
 SCALE 1"=100'

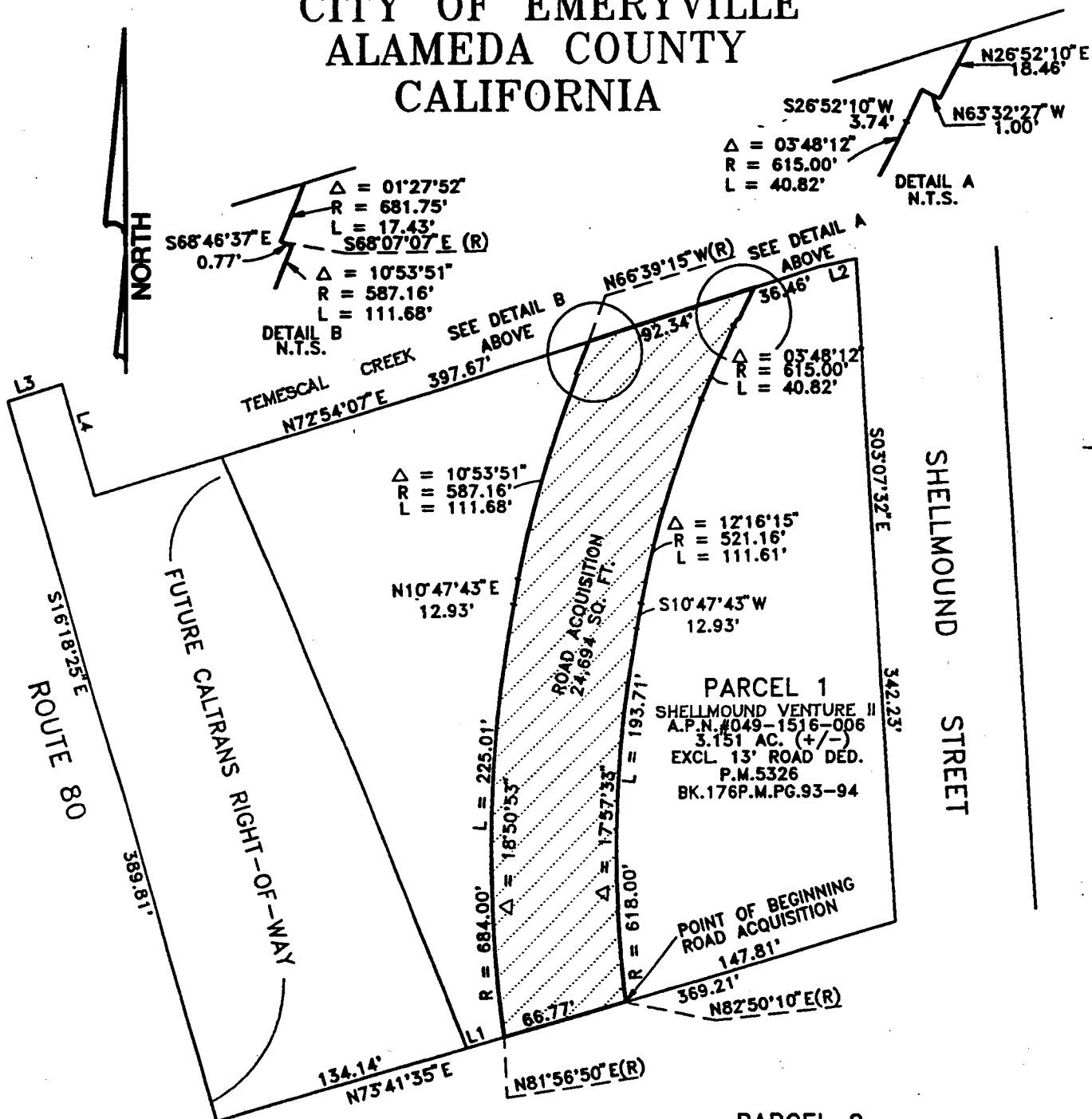
APPROVED BY \_\_\_\_\_  
 BY San J. Zullo  
 REC NO 14392 EXP 3/31/97

JOB NO. 92034  
 FILE NO. shl3plot.dwg  
 SHEET 1 OF 1

96159160

(95151994)

# CITY OF EMERYVILLE ALAMEDA COUNTY CALIFORNIA



LINE	DIRECTION	DISTANCE
L1	N73°41'35"E	20.50'
L2	N78°04'26"E	19.68'
L3	N72°54'07"E	30.00'
L4	S16°18'25"E	61.41'



## MARK THOMAS & CO. INC.

CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS  
OFFICES IN SAN JOSE, CUPERTINO, SACRAMENTO AND SALINAS

DESIGNED BY OR  
CHK. BY THM  
DATE 6/19/95  
SCALE 1"=80'

APPROVED ON  
BY SAM J. ZULLO  
PCE NO. 14392 EXP. 3/31/97

JOB NO.  
**92034**  
FILE NO.

SHEET  
**1**  
OF 1

96159160

(95151995)

92734-88 #716  
1/2/95  
Revised 4/11/95  
RBP

## LEGAL DESCRIPTION

### RIGHT-OF-WAY ACQUISITION LANDS OF SHELLMOUND VENTURE I

All that certain real property situate in the City of Emeryville, County of Alameda, State of California, described as follows:

BEGINNING at a point on the Northeasterly line of that certain parcel of land designated as Parcel 2 of Parcel Map No. 5326, filed June 22, 1988, in Book 176 of Parcel Maps, at Pages 93 and 94, Alameda County Records; distant thereon South 73 deg. 41 min. 35 sec. West 147.80 feet from the Northeasterly corner thereof; thence leaving said POINT OF BEGINNING and said Northeasterly line of Parcel 2 from a tangent bearing of South 7 deg. 09 min. 51 sec. East along a curve to the left with a radius of 618.00 feet through a central angle of 12 deg. 40 min. 42 sec., for an arc length of 136.75 feet to a point of reverse curvature; thence from a tangent bearing of South 19 deg. 50 min. 33 sec. East, along a curve to the right with a radius of 1721.00 feet, through a central angle of 7 deg. 49 min. 09 sec., for an arc length of 234.87 feet to a point on the Southerly line of said Parcel 2; thence along said Southerly line North 88 deg. 48 min. 34 sec. West 71.99 feet to a point on the future Caltrans Right-of-way; thence leaving said Southerly line along said future Right-of-way from a tangent bearing of North 12 deg. 35 min. 40 sec. West along a curve to the left with a radius of 1651.00 feet, through a central angle of 7 deg. 42 min. 56 sec. for an arc length of 222.33 feet to a point of compound curvature; thence from a tangent bearing of North 20 deg. 18 min. 36 sec. West along a curve to the left with a radius of 8651.00 feet, through a central angle 0 deg. 21 min. 25 sec. for an arc length of 53.90 feet; thence leaving said future Caltrans Right-of-way along a bearing of North 69 deg. 19 min. 59 sec. East for a distance of 8.00 feet, thence from a tangent bearing of North 14 deg. 10 min. 51 sec. West along a curve to the right with a radius of 684.00 feet, through a central angle of 06 deg. 07 min. 41 sec. for an arc length of 73.16 feet, to a point on said Northeasterly line of Parcel 2; thence along said Northeasterly line North 73 deg. 41 min. 35 sec. East, 66.77 feet to the POINT OF BEGINNING.

Containing 25.050 Square Feet of land, more or less.

Prepared December 23, 1994  
Revised April 11, 1995 by

MARK THOMAS & CO. INC.



A handwritten signature in dark ink, appearing to be "RKT", written over a horizontal line.

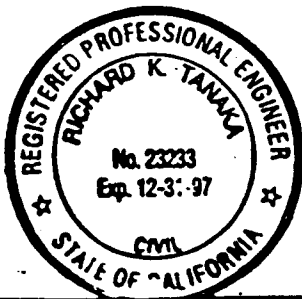
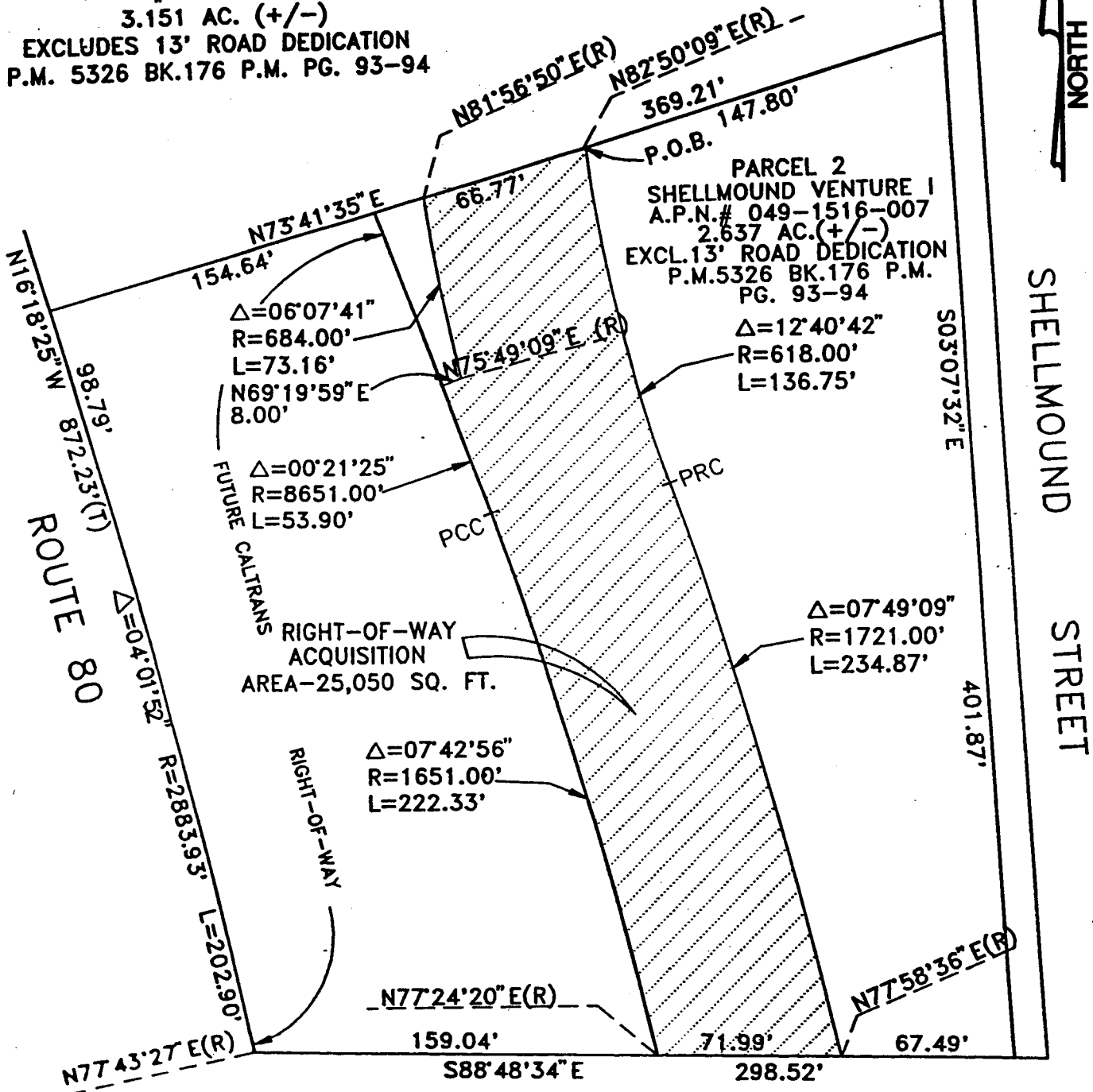
Richard K. Tanaka, RCE 23233  
Expiration 12/31/97

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(35151995)

# CITY OF EMERYVILLE ALAMEDA COUNTY CALIFORNIA

PARCEL 1  
SHELLMOUND VENTURE II  
A.P.N.#049-1516-006  
3.151 AC. (+/-)  
EXCLUDES 13' ROAD DEDICATION  
P.M. 5326 BK.176 P.M. PG. 93-94



<b>MARK THOMAS &amp; CO. INC.</b> CONSULTING CIVIL ENGINEERS & MUNICIPAL PLANNERS OFFICES IN SAN JOSE, CUPERTINO, SACRAMENTO AND SALINAS			
DESIGNED BY: <b>DR</b> CHK. BY: <b>THM</b> DATE: <b>4/10/95</b> SCALE: <b>1"=60'</b>	APPROVED ON: <b>4-13-95</b> BY: <b>R. K. TANAKA</b> REG. NO. <b>23233 EXP. 12/31/97</b>	JOB NO. <b>92034</b> FILE NO.	SHEET <b>1</b> OF <b>1</b>